



Health Services
LOS ANGELES COUNTY

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November 14, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO THE MEMORANDUM OF
UNDERSTANDING WITH THE UNITED STATES
DEPARTMENT OF THE NAVY FOR MEDICAL TRAINING
(1st District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to the Memorandum of Understanding No. H-701899 (Exhibit I) between the United States Department of the Navy (Navy) and the County of Los Angeles (County) to allow the Navy to assign medical officers from the Naval Medical Center, San Diego, California to County's LAC+USC Healthcare Network to receive training in the medical field of Dermatology, under the direct supervision of LAC+USC's physicians, with no exchange of money between the parties, effective upon Board approval and remaining in effect until terminated by either party.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of the recommended action is to allow the Navy to assign medical officers from the Naval Medical Center, San Diego, California (NMCS D) to County's LAC+USC Healthcare Network (LAC+USC) to receive training in the medical field of Dermatology under the direct supervision and instruction of LAC+USC's physicians, with no exchange of money between the parties.

The Amendment will benefit the County by permitting NMCS D medical officers, who are physicians, to assist in providing patient care to County patients under County supervision.

FISCAL IMPACT/FINANCING:

There is no net County Cost. No additional financing is required.

FACTS AND PROVISIONS\LEGAL REQUIREMENTS:

For a number of years, the County has entered into affiliation agreements with a variety of educational institutions. The agreements are intended to allow the students to obtain observational and practical clinical experience in County facilities. The County benefits from receiving the assistance of additional personnel in the provision of patient care at no cost to the County. The County has entered into similar agreements with the U. S. Departments of the Navy, Army, and the Air Force involving training in different medical fields and at different County medical facilities.

On March 7, 2006, the Board approved a Memorandum of Understanding (MOU) with the Navy to allow for a reciprocal exchange of medical residents between the County and a Navy medical facility. Specifically, the MOU allows the Navy to assign medical officers from NMCS D to LAC+USC to receive training in the field of Oral/Maxillofacial Surgery, and allows the County to assign its residents to receive training in Oral/Maxillofacial Surgery at NMCS D. The number and assignment of trainees is mutually agreed upon before the beginning of each training period.

The recommended Amendment will expand the MOU to allow for the assignment of NMCS D medical officers to LAC+USC to receive training in the medical field of Dermatology. The Navy medical trainees will be under official Navy orders assigning them to duty at LAC+USC, and County physicians will be responsible for the instruction and supervision of the Navy trainees during their training experience. While at LAC+USC, the Navy trainees will adhere to all applicable County rules and regulations, and will be provided with appropriate information regarding the County's Risk Management Program.

The Navy personnel assigned to LAC+USC will be prohibited from receiving any payment other than their military pay and allowances. LAC+USC will provide reasonable classroom, conference room, office, and sleeping and bathroom facilities during the training periods.

Under the provisions of the Federal Tort Claims Act, the Federal Government is liable for any negligent or wrongful acts or omissions of Navy employees committed while acting within the scope of their duties performed pursuant to the MOU. Neither the County nor the Navy has agreed to indemnify the other. The liability provisions of the MOU have been approved by the Chief Administrative Office, Risk Management Operations.

The Amendment is effective upon Board approval and the amended MOU shall remain in effect without further action unless terminated by either party with the provision of 30 days advance written notice.

The United States Navy requested the amendment using their format, and therefore, the amendment does not include all of the usual County provisions.

Attachment A provides additional information.

County Counsel has approved the Amendment format (Exhibit I) as to use and form.

CONTRACTING PROCESS:

It is not appropriate to solicit a medical training agreement.

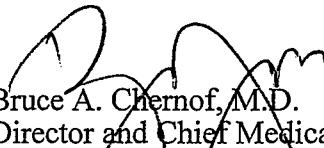
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

LAC+USC will benefit by having its Dermatology staff augmented by NMCSD medical officers.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:pps
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Attachment (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisor

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Medical Training

2. AGENCY ADDRESS AND CONTACT PERSON:

Naval Medical Center
34800 Bob Wilson Drive, Box 117
San Diego, California 92134-5000
Attention: Commander B. G. Brannman
Telephone: (619) 532-7936

3. TERM:

The Amendment will become effective upon Board approval and the amended Memorandum of Understanding will remain in effect without further action unless terminated by either party with the provision of 30 days advance written notice.

4. FINANCIAL INFORMATION:

There is no cost to the County.

5. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Pete Delgado, Chief Executive Officer
LAC+USC Healthcare Network

6. APPROVALS:

Clinical Affairs and Affiliations: William Loos, M.D., Acting Senior Medical Officer

Finance: Gary W. Wells, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel : Elizabeth Friedman, Senior Deputy County Counsel

FACT SHEET

Re: **AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING WITH THE
UNITED STATES DEPARTMENT OF THE NAVY FOR MEDICAL TRAINING**

1st District.

CONTACT PERSON:

Lawrence Opas, M. D., Director
Office of Graduate Medical Education
LAC+USC Healthcare Network
Telephone: (323) 226-6931

SUBJECT:

The Director of Health Services is requesting the Board's approval to sign Amendment No. 1 to the Memorandum of Understanding (MOU) No. H-701899 with the United States Navy for medical training in the field of Dermatology at LAC+USC.

REQUESTED ACTION:

You are being asked to approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to the MOU between the County and the United States Navy to allow the Navy to assign medical officers from the Naval Medical Center, San Diego, California (NMCSD) to County's LAC+USC Healthcare Network (LAC+USC) to receive training in the medical field of Dermatology, under the direct supervision and instruction of LAC+USC's physicians, with no exchange of money between the parties.

PROGRAM:

The Navy medical trainees will be under official Navy orders assigning them to duty at LAC+USC, and County physicians will be responsible for the instruction and supervision of the Navy trainees during their training experience. The Navy trainees will adhere to all applicable County rules and regulations, and will be provided with appropriate information regarding the County's Risk Management Program.

CONTRACT AMOUNT:

There are no direct County costs associated with this MOU.

TERMINATION PROVISIONS:

Either party may terminate the MOU upon 30 days advance written notice to the other party.

FACT SHEET (cont'd)

TERM OF CONTRACT:

The Amendment will become effective upon Board approval and the amended MOU shall remain in effect without further action unless terminated by either party with the provision of 30 days advance written notice.

AUTOMATIC RENEWAL:

Yes.

FIRST BOARD APPROVED CONTRACT:

The Board has approved other agreements for medical training of residents with the United States Departments of the Army, Navy and Air Force at various County medical facilities over the years.

CONTRACT EXPIRATION:

The amended MOU will continue until completion of training or until terminated by either party with the provision of 30 days advance written notice.

RETROACTIVE AGREEMENT:

No.

REQUEST FOR PROPOSALS (RFP) PROCESS:

No. This Amendment was negotiated with the United States Navy and the RFP process is not applicable.

SOLE SOURCE JUSTIFICATION:

Not applicable.

LOS ANGELES COUNTY ONLINE WEB SITE:

Not applicable.

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